

# **EXHIBIT 3**

**Updated:** July 12, 2022

Thank you for selecting the Services offered by Hello Alice (referred to as "Hello Alice", "we", "our", or "us"). Please read these Terms carefully. This Agreement is a legal agreement between you and Hello Alice. By using Hello Alice or signing up for an account, you're agreeing to these Terms, which will result in a legal agreement between you and Hello Alice ("Agreement"). By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

## General Terms

### Basic Terms

Hello Alice is an online resource platform operated by Circular Board Inc., a Delaware limited liability company headquartered in the State of California in the United States ("Hello Alice," "we," "our," or "us") that provides accelerator workshops and modules, videos, graphics, educational documents, exercises, including various reference and communications tools, forums, products, and personalized content ("Services") through <https://www.helloalice.com>, our related websites and mobile applications (collectively our "Platform").

Hello Alice has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're an "Owner" according to this Agreement (or "you").

### Agreement

These Standard Terms of Use ("Terms") describe the terms and conditions governing your use of the Hello Alice online Services provided to you on our Platform, including content, updates and new releases. The Terms include by reference:

- Hello Alice's Privacy Statement and Cookies Policy provided to you in the Services available on the Platform or provided to you otherwise.
- Additional Terms and Conditions, which includes the Hello Alice credit card, loyalty program, and those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.
- Hello Alice's Acceptable Use Policy, API Use Policy, Copyright and Trademark Policy, Data Processing Addendum, and Brand Guidelines.

If you don't agree to these Terms, you must immediately discontinue your use of the Platform and the Services.

Some features of the Service are offered as add-ons to your Hello Alice account ("Add-ons"). Unless expressly stated otherwise, these Terms apply to the use of Add-ons. Some Add-ons are intended for particular use cases and may also have additional terms or restrictions ("Additional Terms"). Note that a Member's account may have access to unique features of the Service based on their historic usage or status.

If you have any questions about our Terms, feel free to contact us at legal@Helloalice.com.

## Your Right To Use This Service

- **Scope of Use; License.** The Platform and the Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Platform and the Services and only for the purposes described by Hello Alice. Hello Alice reserves all other rights in the Services. Until termination of these Terms and as long as you meet any applicable payment obligations and comply with these Terms, Hello Alice grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Platform and the Services.
- **Proper Use.** You agree not to use, nor permit any third party to use, the Platform, Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:
  - Provide access to or give any part of the Services to any third party.
  - Create accounts on behalf of third parties
  - Present yourself as a representative of Hello Alice
  - Reproduce, modify, copy, deconstruct, sell, trade or resell the platform or the Services.
  - Make the Services available on any file-sharing or application hosting service.

## Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the account registration process;
3. be an officer or employed representative of the registered company;
4. agree to these Terms;
5. provide true, complete, and up-to-date contact and billing information;
6. not be based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country; and
7. not be listed on any U.S. government list of prohibited or restricted persons.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise. You are

responsible for making all arrangements necessary for you to have access to the Platform and the Services and ensuring that all persons who access the Platform and Service through your account are aware of these Terms and comply with them.

Hello Alice may refuse service, close accounts of any Members, and change eligibility requirements at any time. We have the right to disable any user user-name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

## **Term**

When you sign up for an account and agree to these Terms, the agreement between you and Hello Alice is formed, and the term of the agreement (the "Term") will begin. The Term will continue for as long as you have a Hello Alice account or until you or we terminate the agreement in accordance with these Terms, whichever happens first. If you sign up for an account on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

## **Use With A Mobile Device**

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. HELLO ALICE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

## **Online and Mobile Alerts**

Hello Alice may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Services. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Hello Alice may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. Hello Alice may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. Hello Alice shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Electronic alerts will be sent to the email address you have provided as your primary email address for the Services. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Login ID and some information about your accounts. Depending upon which alerts you select, information such as an account balance or the due date for your credit card payment may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

## **Closing Your Account**

You or Hello Alice may terminate your Hello Alice account or giving notice to the other party. We may suspend the Service to you at any time, with or without cause. If your account is inactive for 24 or more months, we may terminate your account. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

## **Changes**

We may change any of the Terms by posting revised Terms on our Hello Alice website. Unless you terminate your account, the new Terms will be effective immediately upon posting and apply to any continued or new use of the Service. We may change the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Service, Add-ons, or any features of the Service at any time.

## **Account & Password**

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to and any activity occurring in such account (other than activity that Hello Alice is directly responsible for that isn't performed in accordance with your instructions), whether or not you authorized that activity. You'll immediately notify us of any unauthorized access or use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition,

you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate. We may contact you based on the information provided in your account.

## **Account Disputes**

We don't know the inner workings of your organization or the nature of your personal relationships. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on a number of factors, including the content in that account, and the contact and profile information listed for that account. In cases where differing contact and profile information is present or we are unable to reasonably determine ownership, we'll require you to resolve the matter through proper channels outside of Hello Alice.

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and sending capabilities, to protect the security and privacy of the data held within the account until the dispute is properly resolved.

## **Rights**

### **Feedback & Proprietary Rights**

We own all proprietary rights in the Service, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. Except as otherwise provided herein, use of the Platform and the Services does not grant you a license to any content, features or materials you may access on the Platform or Services and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such content, features or materials, in whole or in part. You will respect our proprietary rights in the Service. Our logos and service names are our trademarks. Without our prior permission, you agree not to display or use our trademarks in any manner. Nothing on the Platform or in the Services should be construed to grant any license or right to use any of our trademarks without our prior written consent, and you may only use our brand assets according to our Brand Guidelines.

You shall retain all right, title, and interest in and to the material, content, data, and information (including your personal information and the personal information of others) you submit to Hello Alice in the course of using the Service or which Hello Alice otherwise retrieves or accesses at your direction or with your permission (collectively, your "Content"). Subject to these Terms, you grant us permission to use or disclose your Content (including any personal information therein) only as necessary to provide the Service to you and/or as otherwise permitted by these Terms. You represent and warrant that: (i) you own or have otherwise obtained all necessary rights, releases, and permissions to submit all your Content to the Service and to grant the rights granted to us in these Terms and (ii) your Content and its submission and use as you authorize in these Terms will not violate (1) any applicable law, (2) any third-party intellectual property,

privacy, publicity, or other rights, or (3) any of your or third-party policies or terms governing your Content.

You may provide or we may ask you to provide suggestions, comments, input or other feedback (“Feedback”) regarding the Service. If you provide us with any Feedback, then you grant us a royalty-free, non-exclusive, worldwide, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback as we see fit. Any Feedback you choose to provide is given entirely voluntarily. You understand that you will not receive any compensation for your Feedback, and that we may use any Feedback you provide to improve the Service or to develop new features and services.

## **Privacy Statement**

Your privacy is important to us. Please read our Privacy Statement for information regarding how we collect, use, and disclose your personal information and the privacy rights available to you when you use and interact with the Platform and the Service.

## **Right to Review Content and Campaigns**

We have the right, but not any obligation, to view, copy, and internally distribute Content from your community posts and profile to create algorithms and programs (“Tools”) that help us spot problem accounts and improve the Service. We use these Tools to find Owners who violate these Terms or laws and to study data internally to make the Service smarter and create better experiences for Owners and their contacts. We may aggregate and anonymize data, including from the Content of your Campaigns, to create statistical information. Aggregated anonymized statistical information may be shared externally for research, marketing, or other lawful purposes.

## **Hello Alice 1:1 Business Coaching**

Hello Alice (“we” or “us”) makes available Business Coaching services (those services and the Website are collectively referred to as the “Service”) to “Hello Alice Small Business Mastercard” customers.

By accessing or using the Business Coaching service you individually and on behalf of your business (hereafter “User”, “you”, or “your”) signify that you have read, understand, and agree to be bound by these Terms of Service.

The Website includes a submission form that you can use to access the Service.

## **Access**

Coaching sessions are made available to Hello Alice Small Business Mastercard cardholders with an active account. Each account is able to access up to two (2) sessions per calendar year.

As a guide one (1) session will be approximately 45-60 minutes in duration but is subject to the discretion of Hello Alice and Hello Alice licensors. In the event that the account holder cancels their session within 24 hours before the scheduled session, the account holder will not be re-credited for the session. Any exceptions to this will be at the sole discretion of Hello Alice.

## **User Conduct**

The Service is the property of Hello Alice and Hello Alice' licensors. Hello Alice grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use the Service. By using the Service, you acknowledge that the Service is intended solely for your personal and non-commercial use and you promise and agree that you will not sell or transfer the Service or use of the Service to third parties.

You may not use the Service to conduct any activity that is illegal or violates the rights of others or provide instructional information about illegal activities.

You shall not use, frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including the images found at this Service, the content of any text or the layout/design of any page or form contained on a page) of Hello Alice without Hello Alice' express written consent in advance.

## **Disclaimer of Warranties**

The Service, the Service Content and the other content, information and functionality made available on the Service are provided on an "as is" and "as available" basis. Hello Alice does not make and disclaims all express and implied warranties and representations, including, but not limited to, any implied warranty of fitness for a particular purpose, with regard to the Service, the Service Content, or any advice, database content or services provided through the Service to the extent permitted by law. Hello Alice does not warrant that access to the Service will be uninterrupted or error-free, that defects in the Website, the Service will be corrected, or that the Website or Service is free from viruses or other harmful components.

The advice, recommendations, information, and conclusions published as part of the Service are not in any way vetted, approved, or endorsed by Hello Alice, and you use such information at your own risk. You expressly agree that use of the Service, including all content, data, or software distributed by, downloaded, or accessed from or through the Service, is at your sole risk.

## **Limitation of Liability**

Under no circumstances shall Hello Alice, its partners, contributors, agents, licensors, employees, directors, or affiliates be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages (even if it has been advised of the possibility of such damages), including but not limited to such damages for lost data, due to your use of the Service or due to your reliance on any of the Services provided on or through the Service.

## **Indemnification**

You agree to indemnify and hold harmless Hello Alice, its officers, employees, agents, subsidiaries, affiliates, and other partners, from and against any claims, actions, or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, arising out of or resulting from, or alleged to arise out of or result from, your use of the Service or your violation of these Terms of Service.

## **Hello Alice Loyalty**

### **Eligibility**

All Hello Alice credit card holders are automatically enrolled in the "Hello Alice Loyalty Program" ("the program") and become members of "the program". There is no additional cost for joining the "Hello Alice Loyalty Program".

### **Earning Points**

As a member of the "Hello Alice Loyalty Program" You can earn "Hello Alice Points" ("points") for completing "Qualifying activities" on "Hello Alice Platform," at a rate determined by Hello Alice. Hello Alice may revise the eligible activities and quantity of points awarded at its sole discretion at any time. Some ways that you can earn points include:

- Making eligible purchases on the "Hello Alice Small Business Mastercard" . For further information please refer to reference to credit card terms and conditions.
- Participating in Hello Alice "Qualifying activities" which may include but not limited to the following:

<b>Qualifying activities</b>	<b>Points allocated</b>	<b>Maximum times</b>
Complete your Hello Alice Profile	150 points	1
Log in to the Hello Alice Site three days in a row	100 points	1
Complete a Milestone to earn 100 points	100 points	Once per milestone

The types and durations of "Qualifying activities" will be set by Hello Alice and can change at any time

- Participating in points promotions and campaigns as outlined in the terms and conditions of these specific promotions and campaigns

## **Points Exclusions**

- Points will not be earned on fees & charges (including but not limited to annual fee, finance charges), cash advances, special check transactions, balance transfers or other transactions Hello Alice deems not to be eligible.

## **Redeeming Points**

Points are redeemable only after they are reported to the "Hello Alice Loyalty Program" and appear as part of your points balance. You can redeem your points on the Hello Alice "Platform". The products & services available for redemptions and the number of points needed to redeem for products and services will be displayed on the Hello Alice "Platform", subject to availability and at the discretion of Hello Alice.

## **Refund of Points**

If You redeem points for purchases of goods & services on the Hello Alice "Platform" all eligible refunds will be issued to the original form of payment (i.e. the same points and credit charges at time of payment) less any applicable processing fees . Note that all refunds will be issued at the discretion of Hello Alice & our partners and may vary depending on the product or service.

## **Cashback**

You can redeem points earned on spend on the "Hello Alice Small Business Mastercard" for cashback via the Hello Alice "Platform". Points earned for non card spend are not eligible for cashback but can be redeemed for other products and services on the Hello Alice "Platform".

## **Points Expiry**

Points that You earn when spending on the "Hello Alice Credit Card" will not expire as long as you have an active "Hello Alice Small Business Mastercard". Points earned for participating in "Qualifying activities" will expire if there has not been any points activity for 12 months. To avoid your points expiring either earn or redeem points during the year and we will reset your points expiry date. You can check when your points expire by logging into your Hello Alice account.

## **Points Forfeiture**

If at any time your "Hello Alice Small Business Mastercard" or "Hello Alice Loyalty Program" account is closed for any reason, all points accumulated may be forfeited at the discretion of Hello Alice. This includes the misuse of the program and death of the account holder.

## **Points (General)**

If you believe there are discrepancies with your "Hello Alice Loyalty Program" or "Hello Alice Credit Card" accounts, please contact Hello Alice Customer Support at [alice@helloalice.com](mailto:alice@helloalice.com).

## General

These terms and conditions are in addition to those outlined in:

The Cardmember Agreement governing the "Hello Alice Credit Card", which remains in full force and effect and is unaffected by the Terms & Conditions of the "Hello Alice Loyalty Program".

- Global Hello Alice Loyalty Terms of use are outlined here
- **Change of details:** "Hello Alice Loyalty" members should notify Hello Alice of any names, address, email address or telephone number changes so we are able to keep You updated of changes to the program, offers, campaigns or other program events.
- **Application:** Hello Alice reserves the right to deny applications to the "Hello Alice Loyalty Program" or revoke access at any time at its sole discretion
- **Tax Liability:** You are responsible for any and all taxes (including but not limited to federal, state or local income tax) that might be related to any benefits or rewards you receive from the "Hello Alice Loyalty Program". We recommend that you speak to a tax professional for further information
- **Audit:** Hello Alice reserves the right to audit Your "Hello Alice Loyalty Program" account for compliance to the program's terms and conditions and make any adjustments deemed necessary
- **Program rules:** Hello Alice can change any of the rules of the "Hello Alice Loyalty Program" and associated programs (including but not limited to the "Hello Alice Credit Card" and "Hello Alice Business Solutions Center") at any time and at its sole discretion
- **Other:** The "Hello Alice Loyalty Program" is void where prohibited by law. All interpretations of these terms and conditions

## Rules and Abuse

### General Rules

Hello Alice doesn't allow accounts that promote or incite harm toward others or that promote discriminatory, hateful, or harassing Content. To this end, we may suspend or terminate your account if you create posts or otherwise distribute any Content that we determine, in our sole discretion, contains either of the following:

- **A Threat of Physical Harm.** This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.
- **Hateful Content.** This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of,

or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

- an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm;
- a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm; or
- a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

Hello Alice also does not allow the distribution of Content that is, in our sole discretion, materially false, inaccurate, or misleading in a way that could deceive or confuse others about important events, topics, or circumstances. We specifically prohibit any use of the Platform or the Services for:

- Impersonating another person or misrepresenting your affiliation with any person or organization or attempting to access data or logging into an account which you are not authorized to access;
- Engaging in or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;
- Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Posting material that is confidential, proprietary, reveals trade secrets, unless you own them or have the permission of the owner; or
- Attempting to interfere in any way with the Site's or our networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system.

If you violate any of these rules, then we may issue a warning to, suspend, or terminate your account.

## **Responsibility for Minors**

In cases where you have authorized a minor to use Hello Alice, you recognize that you are fully responsible for the online conduct of such minor, controlling the minor's access to and use of

Hello Alice, and the consequences of any misuse by the minor. You acknowledge that some of the areas of Hello Alice may contain material that is inappropriate for minors.

## **Reporting Abuse**

If you think anyone is violating any of these Terms, please notify us immediately. If you think anyone has posted material that violates any protected marks or copyrights, then you can notify us at the address provided in our Copyright and Trademark Policy.

## **Copyright Complaints**

We respect the intellectual property rights of others and prohibit users from uploading and posting materials that infringes another party's intellectual property rights. If you believe that your material has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our copyright agent for notice of claims of copyright infringement on the Site can be reached as follows:

Copyright Agent: compliance@helloalice.com

It is often difficult to determine if your intellectual property rights have been violated or if the Digital Millennium Copyright Act (DMCA) requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove or disable access to the allegedly infringing material pending resolution of the matter. We will terminate the accounts of users that we determine are repeat infringers.

Please note that under Section 512(f) of the Copyright Act any person who makes false claims that material or an activity is infringing may be subject to liability for damages.

## **Compliance With Laws**

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Children's Online Privacy Protection Act, or any other applicable laws.

## **Export Controls**

The software that supports the App (the “Software”) is subject to U.S. Export Control Laws and Regulations. Export laws are set up by the U.S. government to keep certain goods and services from reaching other countries, usually because of security concerns or trade agreements. None of the Software may be downloaded or otherwise exported or re-exported in violation of U.S. Export Control Laws and Regulations and any other applicable export laws and regulations (collectively, “Export Control Laws”). Therefore, you agree that you won’t, directly or indirectly through a third party, allow the Software to be accessed or generated from within, or distributed or sent to, any prohibited or embargoed country as mentioned in any Export Control Laws. In addition, you certify that neither you nor any principals, officers, directors, or any person or entity you know to be directly involved with the use of the Service is designated on any U.S. government list of prohibited or restricted persons.

It’s important to note that this Section isn’t meant to provide a comprehensive summary of the Export Control Laws that govern Hello Alice, the Service, or the Software. You’re using the Software at your own risk, and it’s your responsibility to consult with a legal advisor to make sure your use of the Service and the Software complies with applicable laws.

## **Liability**

### **Limitation of Liability**

To the maximum extent permitted by applicable law, you acknowledge and agree that (i) you assume full responsibility for any loss that results from your use of the Service, including any downloads from the Hello Alice Site; (ii) we and our Team won’t be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they’re based on negligence or we’ve been advised of the possibility of those damages; and (iii) in any calendar month, our total liability to you arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Service the preceding month.

For the avoidance of doubt, in no instance will we or our Team be liable for any losses or damages you suffer if you use the Service in violation of these Terms, regardless of whether we terminate or suspend your account due to such violation. Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply to you.

### **No Warranties**

To the maximum extent permitted by applicable law, we provide the Service as-is. This means that, except as expressly stated in these Terms, we don’t provide warranties, conditions, or undertakings of any kind in relation to the Service, either express or implied. This includes, but isn’t limited to, any warranty for information, data, data processing services or uninterrupted access, any warranties concerning the availability,

**accuracy, completeness, usefulness, or content of information, and any warranties of title, non-infringement, warranties of merchantability and fitness for a particular purpose, which are, to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we can't guarantee that it'll meet your specific needs. We do not warrant that the Platform, or the function, content or Services made available thereby will be timely, secure, uninterrupted or error free, or that defects will be corrected.**

**No advice, results or information, or materials whether oral or written, obtained by you through the Platform shall create any warranty not expressly made herein. If you are dissatisfied with the Platform or the Services, your sole remedy is to discontinue using the Platform.**

## **Indemnity**

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. You also agree to indemnify and hold us and our Team harmless from any losses, claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with (i) your Content, (ii) your use of the Service, (iii) your violation of any laws or regulations or infringement of any third party proprietary rights, (iv) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (v) any misrepresentations made by you, or (vi) a breach of any representations or warranties you've made to us.

## **Equitable Relief**

Your violation of these Terms may cause irreparable harm to us and our Team. Therefore, we have the right to seek injunctive relief or other equitable relief if you violate these Terms.

## **Subpoena Fees**

If we have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

## **Disclaimers**

We and our Team aren't responsible for the behavior of any third parties, agencies, linked websites, or other Members, including third-party applications, products, or services for use in connection with the Service (each, a "Third-Party Integration"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and

the applicable third party. We are not responsible for the privacy, security or integrity of any Third-Party Integration or the practices and policies of any Third-Party Integration. We make no warranties of any kind and assume no liability of any kind for your use of any Third-Party Integration.

## Other Important Stuff

### Special Terms for Apple Users

Users of any mobile application we offer acknowledge that they have reviewed and agree to the terms of the online app marketplace from which they have downloaded the App. The following additional terms and conditions apply with respect to any App that we provide to you designed for use on an Apple iOS-powered mobile device:

- You acknowledge that these Terms are between you and us only, and not with Apple, Inc. ("Apple").
- Your use of our App must comply with Apple's then-current App Store Terms of Service.
- We, and not Apple, are solely responsible for our App and the services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our App.
- You agree that we, and not Apple, are responsible for addressing any claims by you or any third party relating to our App or your possession and/or use of our App, including, but not limited to: (i) product liability claims pertaining to our App; (ii) any claim that our App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of our App.
- You agree that we, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to our App or your possession and use of our App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third party terms of agreement when using our App (e.g., you must not be in violation of your wireless data service terms of agreement when using our App).
- You and we agree that Apple and Apple's subsidiaries are third party beneficiaries to these Terms as they relate to your license of our App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of our App as a third party beneficiary thereof.

## **Applicable Law/Jurisdiction**

You agree that the laws of the state of California, excluding its conflicts-of-law rules, shall govern these Terms. Please note that your use of the Platform or the Services may be subject to other local, state, national, and international laws.

You expressly agree that exclusive jurisdiction for resolving any claim or dispute with us or relating in any way to your use of the Platform or the Services resides in the state and federal courts of Sonoma County, California and you further agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts of Sonoma County, California.

## **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **International Use**

We control and operate the Platform and the Services from our offices in the United States of America, and all information is processed within the United States. We do not represent that materials on the Platform are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **Assignments**

You may not assign any of your rights under this Agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

## **Force Majeure**

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

## **Survivability**

Even if this Agreement is terminated, the following sections will continue to apply: Feedback and Proprietary Rights, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

## **Severability**

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

## **Interpretation**

The headers and sidebar text are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect the way the Agreement is interpreted.

## **Waiver**

If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

## **No Changes in Terms at Request of Owner**

Because we have so many Owners, we can't change these Terms for any one Member or group.

## **Further Action**

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

## **Notification of Security Incident**

If we become aware of a security incident related to our systems or databases that contain personal information of you or your contacts, we'll notify you if required by law. In that event, we'll also provide you with information about that incident so that you can evaluate the consequences to you and any legal or regulatory requirements that may apply to you, unless we're prevented from doing so by legal, security or confidentiality obligations. Notifying you of a security incident or cooperating with you to respond to one will not be deemed an acknowledgment or assumption of any liability or fault of Hello Alice for such incident.

## **Notices**

Any notice to you will be effective when we send it to the last email or physical address you gave us or when posted on our Hello Alice Site. Any notice to us will be effective when delivered to us along with a copy to our legal counsel.

## **Entire Agreement**

These Terms you've agreed to make up the entire agreement between us in relation to its subject matter and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into the Agreement when you activate the corresponding Add-on.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control to the extent of the conflict.

## **Contacting Us**

You may contact us by emailing us at [compliance@helloalice.com](mailto:compliance@helloalice.com). You may also contact us by postal mail at:

Circular Board Inc. d/b/a Hello Alice  
Attn. Compliance and Information Security Officer  
1275 4th Street #176  
Santa Rosa, CA. 95404

Congratulations! You've reached the end.

Thanks for taking the time to learn about Hello Alice's policies.